



BREWER SCHOOL DEPARTMENT

Brewer, Maine 04412

Commitment to Excellence, Community of Caring, Concern for Safety

February 19, 2009

Susan Gendron
Commissioner
Maine Department of Education
23 State House Station
Augusta, ME 04333-0023

Dear Commissioner Gendron:

As a result of January's failed referendum vote on school consolidation, the Brewer School Department is submitting an alternative plan. Brewer's current enrollment exceeds 1,200 students, additionally our plan demonstrates savings in system administration, facilities and maintenance, transportation and special education. Most importantly, we stand ready to work with area K-8 SAU's, former member communities of the proposed RSU #15, to develop a long-term secondary contract guaranteeing K-12 education for all children residing in our area.

Enclosed please find the following:

- Notice of Intent
- Alternative Plan Submittal Sheet and Checklist
- Alternative Plan
- Two exhibits

I am confident that, in time by working together, we will achieve the goals of school administrative restructuring. Thank you for your consideration in this matter.

Respectfully yours,

Daniel M. Lee, Ed.D.
Superintendent of Schools

REC'D FEB 23 2009

ALTERNATIVE PLAN SUBMITTAL SHEET

School Administrative Unit Submitting Alternative Plan:

- Brewer School Department

Contact Information:

Name: Daniel M. Lee, Ed.D.

Address: 49 Capri St.
Brewer, ME 04412

Telephone: 207.989.3160

email: dlee@breweredu.org

Date Plan Submitted by SAU: February 19, 2009

The intent to submit an alternative plan has been approved by the Commissioner in the approval of the Notice of Intent?

☐

YES

☒

NO

(If NO, please explain.)

The intent to submit an alternative plan is enclosed.

Alternative Plan Cover Sheet

(Please attach Alternative Plan as Exhibit A)

Plan Requirements				
Item	Complete	In Progress	Not Yet Started	Need Assistance ¹
Plan addresses how the SAU will reorganize administrative functions, duties and noninstructional personnel so that projected expenditures of RSU in fiscal 2008-2009 for the following areas will not have an adverse impact on the instructional program.				
system administration	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
transportation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
special education	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
facilities and maintenance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plan addresses how cost savings will be achieved in fiscal 2008-2009 for the above four areas.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Parameters for Plan Development				
Enrollment meets requirements (2,500 except where circumstances justify an exception)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
When viewed in conjunction with surrounding proposed units, may not result in one or more municipalities being denied the option to join an RSU	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Includes at least one publicly supported high school	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Consistent with policies set forth in section 1451	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
No displacement of teachers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
No displacement of students	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
No closures of schools existing or operating during school year immediately preceding reorganization, except as permitted under section 1512	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Collaborative Agreements				
		Yes	No	
Does your plan currently include information/documentation on collaborative agreements? (not required, but encouraged)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	

¹ Please explain what assistance you need to complete this portion of your plan, and state from whom you need assistance, on the next page.

Actual number of students for which the SAU is fiscally responsible: 1,391

391

Exception	Exception Claimed in Plan	Documentation Provided? (Please attach as Exhibit B)	
		Yes	No
Geography	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Demographics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Economics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Transportation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Population Density	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Unique Circumstances	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Assistance Needs –

Please use this section to describe your needs for assistance and from whom you need assistance.

[illegible]

ALTERNATIVE PLAN

REC'D FEB 23 2009

SAU Submitting: Brewer School Department
Contact Information: Daniel M. Lee, Ed.D.
Superintendent of Schools
207.989.3160
dlee@breweredu.org
Date Submitted by SAU: February 18, 2009

The Brewer School Department was originally included in the proposed Regional School Unit No. 15 composed of the communities of Amherst, Aurora, Great Pond, Osborne (CSD #8); Clifton, Eddington, Holden (MSAD #63), the Dedham and Orrington School Departments. For over a year and a half a Regional Planning Committee (RPC) composed of 30 individuals representing these communities met and developed a consolidation plan. On January 27, 2009 the plan was rejected by the voters of every community in the proposed RSU.

Despite due diligence and considerable effort, the RPC was unable to overcome several key barriers to consolidation. With the exception of Brewer, all other member communities are K-8 SAU's. Hence, perhaps first and foremost is the issue of school choice. By law, all municipalities in the proposed RSU are guaranteed secondary school choice with the exception of the largest community, Brewer; Brewer High School was the designated public high school for the proposed RSU. Second, considerable difficulties reconciling teacher contracts made increased costs inevitable. While the DOE and the RPC disputed this matter there is no doubt that the greatest share of any salary increase would be borne by the largest community, Brewer – the community with the highest teacher wages. Third, the reluctance of the K-8 communities to share Brewer's local debt for an addition of a performing arts center to its new elementary school, an addition intended to serve the theater arts program at Brewer High School. This position made acceptance by Brewer voters difficult as the performing arts center was to be deeded to the new RSU. For lack of a better term, "irreconcilable differences" perhaps most aptly describes RSU #15's situation.

Recent discussions with DOE officials have led to a new approach; a K-8 RSU composed of all RSU #15 SAU's except Brewer. Brewer would stand alone and agree to continue to provide secondary services to these communities. Once a K-8 RSU is formed, Brewer will negotiate a long-term non-exclusive contract guaranteeing high school access for *all* students in the K-8 RSU. This plan makes it necessary for Brewer to submit this alternative plan (Exhibit A).

According to DOE's analysis of 2007-08 school budgets statewide, Brewer spent \$264,407 *below* EPS; our operation is already extremely efficient. According to the DOE website (Brewer spends *below* the state average in system administration, facilities and maintenance, transportation and special education.) The following table describes these differences:

FINANCIAL INDICATORS FOR 2007-08

Data as of 1/29/09

	System Administration	Facilities & Maintenance	Transportation	Sp. Ed. Instruction	Total*
State Avg.	366.03	1,257.19	569.96	1,561.93	10,657.59
Brewer	325.80	1,035.92	285.46	1,447.18	8,914.38
Difference	(40.23)	(221.27)	(284.50)	(114.75)	(1,743.21)

* Total includes the four areas noted above plus regular instruction, CTE educational instruction, other instruction, student and staff support, school administration, debt service and an "all other" category.

Even though Brewer is extremely cost effective, we have attempted to outline a plan to realize additional efficiencies in system administration, facilities and management, transportation and special education. Rest assured that none of the above-mentioned planned efficiencies will have an adverse impact on the instructional program.

System Administration

FY08 Actual	FY09 Projected	FY10 Estimated
\$524,141	\$502,800	\$465,250

Cost Saving Initiatives/Rationale

1. Certain system administration expenditures have been reassigned to the correct account under DOE's new chart of accounts.
2. The Maine Department of Education (MDOE) published several tables estimating FY07 system administration costs depending upon a district's student enrollment <http://www.maine.gov/education/reorg/modelsystemadmin.pdf>. The table based upon the lowest per-pupil costs (Level 1, Model 2b) assumes a 2.08% COLA for FY08 making the estimate for a school department similar to Brewer's size \$505,399 in FY08. Brewer exceeded that amount by just 3% in FY08 and expects to decrease system expenditures by 4% in FY09; evidence of efforts to streamline and restructure system administration to achieve savings.
3. Restructuring of our business department in FY10 will save \$34,000.

Facilities and Maintenance

FY08 Actual	FY09 Projected	FY10 Estimated
\$1,360,096	\$1,711,763	\$1,676,560

Cost Saving Initiatives/Rationale

1. The Brewer School Department and the City of Brewer have a long-standing partnership for grounds maintenance. Currently, the city mows all lawns and

fields, plows and maintains all parking lots. (These services would have been lost if the proposed RSU #15 were formed.)

2. An elementary/middle school is currently under construction with occupancy slated for 2011. This new building replaces four aging and deteriorating schools. As a LEED certified project it will be constructed with renewable materials to reduce environmental contaminants. It is estimated the new school will save taxpayers at least \$50,000 each year in operating costs for the first two years of operation. A High Performance Schools grant combined with commissioning services will ensure that the new school is extremely energy efficient.
3. The Facilities and Maintenance increase from FY08 to FY09 is due primarily to an increase in fuel and utilities, moving building insurance from system administration to facilities and maintenance and a lease for our high school alternative education program.
4. The anticipated decrease in FY10 is due, in part, to the fact that we were able to lock in fuel at \$2.15/gal for next year versus \$2.62/gal in FY09.

Transportation

FY08 Actual	FY09 Projected	FY10 Estimated
\$487,318	\$505,173	\$484,600

Cost Saving Initiatives/Rationale

1. Brewer has one more year left in its current contract with Cyr Bus, Inc. In preparation for next year's transportation RFP we proposed the following:
 - a. Immediately establish a committee to reconsider expected walking distances for elementary, middle and high school students. The goal is to increase walking distances and decrease the length of bus routes.
 - b. Conduct a ridership study of bus usage by secondary students to determine the correct number of buses required to effectively transport students.
 - c. Use routing software such as VersaTrans, to determine that we have the most efficient school bus route system. *This is especially important in light of the fact we plan to close four schools and bus over 1,000 students to a single facility.*
2. It is estimated Brewer can achieve approximately a 10% decrease in transportation costs by 2011-12.

Special Education

FY08 Actual	FY09 Projected	FY10 Estimated
\$2,726,648	\$2,670,220	\$2,537,745

Brewer's special education identification rates differ from elementary and secondary levels, 15% versus 23.4% respectively. The significant increase in the secondary special education rate is because John Baptist High School, a private non-sectarian college preparatory school also serves the proposed K-8 RSU communities. John Baptist is unique among private high schools in Maine in that it does not offer services for children with special needs. Hence, special education students must turn to Brewer High School as it is a comprehensive public high school accepting special needs students from neighboring K-8 SAU's. The result of this practice is twofold. First, it increases Brewer's secondary special education costs and second it reduces the tuition rate as special education is subtracted when computing the annual rate according to MRSA 20-A § 5805(1a). In 2008-09 Brewer's secondary tuition rate is \$7,406.28; the lowest in the immediate area and one of the lowest in the state. Despite this financial dilemma the arrangement ensures a secondary education for *all* students in the proposed K-8 RSU.

Three years ago, Brewer began charging for special education services offered to non-residents under MRSA 20-A § 7302. This provides a revenue stream to help offset the deduction noted in the above paragraph. Nevertheless, it does not completely cover all expenditures.

Brewer is an active participant in the Southern Penobscot Region for Children with Exceptionalities (SPRUCE). Spruce is a regional collaborative serving fifteen SAU's designed to provide programs and services to special needs children in a cost effective manner. It has been successful in training teachers, educational technicians as well as providing programs for hearing impaired, developmentally delayed and emotionally disturbed children. It is currently undertaking a regionalized approach to managing the needs of autistic students.

The Department is actively pursuing efforts with respect to *Response to Intervention* so as to reduce the number of identified special needs students by improving classroom instruction. Moreover, Brewer employs two Reading Recovery™ teachers to intervene early with at risk students who may have reading difficulties.

Collaborative Agreements

In addition to SPRUCE Brewer is a member of the Rural Schools Partnership (RSP). RSP is a regional collaborative designed to provide professional development opportunities to improve instructional effectiveness. The steering committee solicits input from members and subsequently develops activities and programs based on current research and best practices.

Due to budgetary constraints Brewer was unable to participate in the Penobscot Regional Educational Partnership (PREP) in FY09. However, discussions are currently underway with PREP's Director to see if any cost savings could be achieved through renewed membership.

Two years ago Brewer entered into a Management Services Agreement with the Dedham School Department (Exhibit B). This agreement provides superintendent, business and special education services and oversight. We estimate that it has saved the Dedham School Department approximately \$80,000 while at the same time making it possible to offer Jobs for ME Graduates and Air Force JROTC at Brewer High School, programs that serve the needs of many non-resident tuition students.

Both the City of Brewer and the Brewer School Department use the same software to manage finances and human resource needs. This collaboration eliminates duplication of data management services. As municipal partners we annually save thousands of dollars that would otherwise go to more private options. These savings have existed for years.

Miscellaneous

- In FY09 the school department reduced one elementary school principal's position as an additional cost-savings measure.
- The Curriculum Coordinator and secretary will be reduced by .2FTE in FY10 resulting in a savings of \$24,480.
- Brewer will also work with the proposed K-8 RSU to see what possibilities exist to combine efforts for greater savings. For example, would it be possible to share occupational, physical and speech therapy? Perhaps the two units could organize specialized classrooms to meet the needs of children where either unit does not have sufficient students to make it cost effective by going at it alone. Finally, an agreement to centralize technology offers the potential for improved services while reducing costs.

None of the above-mentioned reductions will have an adverse impact on the instructional program.

CONSOLODATION NOTES

DATE: 2/9/2009
TO: BREWER SCHOOL COMMITTEE, DEDHAM SCHOOL COMMITTEE,
BREWER RPC COMMITTEE AND THE DEDHAM RPC COMMITTEE
CC: STEVE BOST, MICHELLE BEGIN, DON VARNUM, KYLE CASBURN,
ALLAN SNELL, LES HUTCHINSON, RAY HART, LOUISE REGAN
FROM: DANIEL LEE
RE: NEXT STEPS (REVISED 2/10/09 @ 6:34 AM)

Last Friday afternoon school committee chairpersons from Brewer (Mark Farley), Dedham (Sue Rocha), MSAD #63 (Don Varnum), Orrington (Kyle Casburn), Alan Snell, Ray Hart, Lester Young and I met with Norm Higgins of the DOE at Center Drive School to discuss what to do following last week's resounding defeat of the RSU #15 plan. I have prepared this memo to share what I took away from the meeting. I welcome attendees to challenge the contents of this document as I want it to be accurate.

First, Mr. Higgins acknowledged that the Commissioner disagreed with our estimates on the cost to reorganize. However, all agreed that it is unlikely we would be able to avoid the \$2.8 million salary increase at some point in the future. Mr. Higgins also explained that while not impossible, it would be very difficult to avoid penalties for FY10. After considerable discussion the group decided to bring the following proposal back to their respective school committees for consideration:

1. Organize Airline, Dedham, MSAD #63 and Orrington into a K-8 RSU (not an AOS) consisting of about 1,846 students.
2. Brewer would file an alternative plan to stand alone with approximately 1,385 students. It must negotiate a long-term, non-exclusive secondary education contract with the K-8 RSU. School choice will be preserved.
3. Numbers 1 and 2 significantly mitigate the issue of salary disparities because Brewer is out of the mix.
4. In March 2009 each school board of the proposed K-8 RSU will vote on whether or not to file a new Notice of Intent. No community is *required* to file a notice; the assessed penalty will simply continue in future years. (It is important to understand that the cumulative effects of Essential Programs and Services, continued flat

CONSOLODATION MEMO
NEXT STEPS

funding, increasing regionalization penalties, escalating operational costs and decreasing local revenues will make it difficult to go it alone for long. The new budget referendum process will ensure the public has the power to veto significant local school funding increases.)

5. The group would like to proceed slowly as there is no rush. (You never know what will happen in the Legislature.) It agreed to stress educational reasons for consolidating (e.g. gifted and talented teachers, curriculum development, teacher training, etc). Moreover, inter-local agreements with Brewer could provide additional savings in transportation, and facilities maintenance). Of course we would seek savings in central office administration between CSD #8, Dedham, Orrington, Clifton, Holden and Eddington.
6. Past experience with RSU #15's regional planning committee suggests that its size and composition are critical to success. Mr. Higgins offered us latitude in this area. Hence, the new RPC will be half of its former size; 15 members. Representation will be as follows: four representatives from Orrington, three from Dedham and two each from Holden, Eddington, Clifton and CSD #8. School committee chairpersons will appoint representatives. The Commissioner is giving us some leeway in this area due our size and unique situation.
7. I expressed concern that the Dedham School could be closed at some point and that would be unacceptable.
8. The DOE will supply a facilitator of our choosing and pay for the second vote.
9. The Committee did not discuss the remaining information but I have included it to be helpful. Based upon data compiled during the RSU #15 planning process voting would go something like this:

Municipality	2007 est. Federal Decennial Census	Percent of Population
Airline	455	4
Clifton	785	7
Dedham	1474	13
Eddington	2229	19
Holden	2982	26
Orrington	3669	32
Total	11594	100

CONSOLODATION MEMO
NEXT STEPS

10. Likewise valuation comparisons are:

Municipality	Valuation	Percent of Valuation
Airline	58,500,000	7
Clifton	52,200,000	6
Dedham	176,550,000	20
Eddington	114,150,000	13
Holden	208,100,000	24
Orrington	273,450,000	31
Total	882,950,000	100

11. So what do relative student comparisons look like?

Municipality	Students	Percent of Students
Airline	58.5	3
Clifton	154.5	8
Dedham	255.0	14
Eddington	319.0	17
Holden	465.5	25
Orrington	593.5	32
Total	1,846.0	100

12. If you shared costs based on 50% valuation and 50% students, what would the relative comparisons look like? Let's assume the budget for the K-8 RSU is \$20,000,000.00 (See last page for table).

I took the time to give you this information so you could evaluate the "fairness" of such an association with respect to population for governance and students or valuation for cost sharing. Taking Brewer out of the mix seems to help level out both. Each municipality and school unit will have to deliberate and decide what direction to take.

Relative Cost Sharing Based Upon a \$20,000,000 Budget						
Student Assessment			Valuation Assessment			
\$10,000,000.0	Students	Student Assessment	\$10,000,000.0	Valuation	Student Assessment	Relative Share
Airline	58.5	316,901.41	Airline	58,500,000	662,551.67	4.90%
Clifton	154.5	836,944.75	Clifton	52,200,000	591,199.95	7.14%
Dedham	255.0	1,381,365.11	Dedham	176,550,000	1,999,546.97	16.90%
Eddington	319.0	1,728,060.67	Eddington	114,150,000	1,292,825.19	15.10%
Holden	465.5	2,521,668.47	Holden	208,100,000	2,356,871.85	24.39%
Orrington	593.5	3,215,059.59	Orrington	273,450,000	3,097,004.36	31.56%
Total	1,846.0	10,000,000.00	Total	882,950,000.0	10,000,000.00	100.00%
				0	20,000,000.00	

MANAGEMENT SERVICES AGREEMENT

NOW COME the parties, Brewer School Department and the Dedham School Department on this, the 12th day of February, 2008, to enter into this Management Services Agreement, to be rendered effective on July 1, 2008 as follows:

In exchange for the services, benefits and consideration as set forth herein, the parties desire to enter into an agreement whereby the Brewer School Department shall provide full central office management services to the Dedham School Department in return for certain sums paid; to wit:

The Brewer School Department and the Dedham School Department agree that Daniel M. Lee, Ed.D., current Superintendent of the Brewer School Department, shall serve as Superintendent of Schools for the Dedham School Department. In that capacity, the Superintendent shall be authorized to direct certain members of the Brewer School Department Leadership Team to provide professional services to the Dedham School Department at his discretion in accordance with the following conditions and guidelines. Specifically, the Brewer School Department shall provide:

1) Administrative services to include:

- a) Preparation of agendas, minutes and attendance documents at all meetings of the Dedham School Committee, Financial management, policy development, , management of transportation services agreement, supervision of food service, and other services as required or requested.
- b) Supervision of special education staff, preparation of special education budget, completion of all special education forms, and other services as required or requested.

2) Leadership at school level to include:

- a) Supervision by the Superintendent of the building principal;
- b) Inspection(s) of buildings to insure an appropriate and safe environment for staff and students;
- c) Oversight for Dedham's special education program;
 - i) Scheduling of PET's, compiling and distributing special education documentation (evaluations, PET invitations, consent to conduct evaluations, IEP's, PET minutes, etc.);
 - ii) Coordination and supervision of all out-of-district placements;
 - iii) Development of Personalized Alternative Assessment Portfolios for special education students, and
- d) Other interventions or supervision to be available in the event of crisis or other needs.

3) Career Development to include:

- a) Inclusion of the Dedham school principal in all Brewer School Department Leadership Team staff development activities.

- b) Inclusion of Dedham school personnel in any in-service activities offered by the Brewer School Department.
- 4) Reporting and accounting services to include:
- a) Completion all reports that are be required to be completed by the Superintendent of Schools;
 - b) Preparation all payroll reports, state and federal tax forms and filings, SUI, MSRS, W-2's and other payroll requirements;
 - c) Management of all accounts payable and disbursements for said "payables" for Dedham School Department's accounts;
 - d) Completion reports that may be required to by the Director of Special Education.
- 5) Term: This Agreement shall commence on July 1, 2008 and terminate on June 30, 2009; it may be continued only upon the written consent and agreement of both parties.
- 6) Fee: The services described herein for the term July 1, 2008 to June 30, 2009 shall be provided in consideration for payment of ninety nine thousand dollars (\$99,000) to be payable to the City of Brewer in twelve (12) payments due on the 15th of each month beginning July 15, 2008.
- 7) Contingent Approval: The acceptance of this Agreement shall be entirely contingent upon approval by the State of Maine Department of Education.

THE PARTIES HAVE READ THIS ENTIRE AGREEMENT AND AGREE AND CONSENT TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH HEREIN.

Susan Rocha
Susan Rocha
Chairman of the Dedham School Committee

Mark S. Farley
Mark Farley
Chairman of the Brewer School Committee

Date: Feb. 12, 2008

Date: Feb 11, 2008

MANAGEMENT SERVICES AGREEMENT

NOW COME the parties, Brewer School Department and the Dedham School Department on this, the 12th day of February, 2009, to enter into this Management Services Agreement, to be rendered effective on July 1, 2009 as follows:

In exchange for the services, benefits and consideration as set forth herein, the parties desire to enter into an agreement whereby the Brewer School Department shall provide full central office management services to the Dedham School Department in return for certain sums paid; to wit:

The Brewer School Department and the Dedham School Department agree that Daniel M. Lee, Ed.D., current Superintendent of the Brewer School Department, shall serve as Superintendent of Schools for the Dedham School Department. In that capacity, the Superintendent shall be authorized to direct certain members of the Brewer School Department Leadership Team to provide professional services to the Dedham School Department at his discretion in accordance with the following conditions and guidelines. Specifically, the Brewer School Department shall provide:

1) Administrative services to include:

- a) Preparation of agendas, minutes and attendance documents at all meetings of the Dedham School Committee, Financial management, policy development, management of transportation services agreement, supervision of food service, and other services as required or requested.
- b) Supervision of special education staff, preparation of special education budget, completion of all special education forms, and other services as required or requested.

2) Leadership at school level to include:

- a) Supervision by the Superintendent of the building principal;
- b) Inspection(s) of buildings to insure an appropriate and safe environment for staff and students;
- c) Oversight for Dedham's special education program;
 - i) Scheduling of PET's, compiling and distributing special education documentation (evaluations, PET invitations, consent to conduct evaluations, IEP's, PET minutes, etc.);
 - ii) Coordination and supervision of all out-of-district placements;
 - iii) Development of Personalized Alternative Assessment Portfolios for special education students, and
- d) Other interventions or supervision to be available in the event of crisis or other needs.

3) Career Development to include:

- a) Inclusion of the Dedham school principal in all Brewer School Department Leadership Team staff development activities.

- b) Inclusion of Dedham school personnel in any in-service activities offered by the Brewer School Department.
- 4) Reporting and accounting services to include:
- a) Completion all reports that are be required to be completed by the Superintendent of Schools;
 - b) Preparation all payroll reports, state and federal tax forms and filings, SUI, MSRS, W-2's and other payroll requirements;
 - c) Management of all accounts payable and disbursements for said "payables" for Dedham School Department's accounts;
 - d) Completion reports that may be required to by the Director of Special Education.
- 5) Term: This Agreement shall commence on July 1, 2009 and terminate on June 30, 2010; it may be continued only upon the written consent and agreement of both parties. However, in the event Dedham enters into another school unit such as an Regional School Unit or Alternative Organizational Structure this agreement may be voided by agreement of both parties before June 30, 2010.
- 6) Fee: The services described herein for the term July 1, 2009 to June 30, 2010 shall be provided in consideration for payment of one hundred and one thousand dollars (\$101,000) to be payable to the City of Brewer in twelve (12) payments due on the 15th of each month beginning July 15, 2009.
- 7) Contingent Approval: The acceptance of this Agreement shall be entirely contingent upon approval by the State of Maine Department of Education.

THE PARTIES HAVE READ THIS ENTIRE AGREEMENT AND AGREE AND CONSENT TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH HEREIN.

Susan Rocha
Susan Rocha
Chairman of the Dedham School Committee

Mark Farley
Mark Farley
Chairman of the Brewer School Committee

Date: Feb. 12, 2009

Date: 02/13/09